

BLEAKLEY PLATT

NEW YORK CONNECTICUT
JOSEPH DeGIUSEPPE, JR.
914.287.6144
JDEGIUSEPPE@BPSLAW.COM

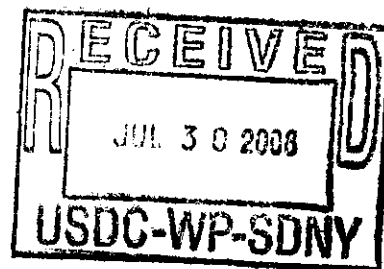
BLEAKLEY PLATT & SCHMIDT, LLP

ONE NORTH LEXINGTON AVENUE
WHITE PLAINS, NEW YORK 10601
914.949.2700
FAX: 914.883.6956
BPSLAW.COM

July 30, 2008

VIA FACSIMILE (914) 390-4095

Hon. George A. Yanthis, U.S.M.J.
United States District Court
Southern District of New York
300 Quarropas Street
White Plains, New York 10601-4150



Re: **REQUEST FOR PRE-MOTION CONFERENCE**
Buckley v. Philips Electronics North America Corp.,
Philips Semiconductors Manufacturing, Inc., et al.
USDC:SDNY Case No. 07 Civ. 6775 (SCR)(GAY)

Dear Judge Yanthis:

A handwritten signature in cursive script, appearing to read "L. Yanthis".

Please be advised that my firm represents defendants Philips Electronics North America Corp. ("PENAC"), NXP Semiconductors USA, Inc. ("NXP"), and Philips Semiconductors Manufacturing Inc. ("PSMI") (collectively, "Defendants") in the above-entitled action. In compliance with Your Honor's Rules, we hereby request a pre-motion conference to discuss Defendant's request to file a motion to disqualify Plaintiff's counsel and his firm on the grounds that he "ought to be called as a witness" in the above-cited litigation pursuant to the mandate of Disciplinary Rule 5-102(A) of the Code of Professional Responsibility.

The validity of the Settlement and General Release Agreement, dated December 8, 2004 ("Agreement"), that Plaintiff, an in-house attorney represented by counsel, signed on or about December 28, 2004, is an essential issue to the resolution of this litigation. Defendants in their Answer have alleged this Agreement as an affirmative defense to Plaintiff's claims in this action. In Paragraph 60 of his Amended Complaint, Plaintiff claims that the Agreement is "invalid" under

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the Older Workers' Benefits Protection Act ("OWBPA") because he did not have 45-days to consider the Agreement nor was he provided with information required by the OWBPA for group as opposed to an individual employment termination.

Based upon my review of relevant documentation, it is clear that Plaintiff's current counsel of record, Christopher A. D'Angelo, Esq., was directly involved in the review and negotiation of the Agreement with at least two in-house PENAC attorneys. Mr. D'Angelo, in a letter dated December 10, 2004 to James N. Casey, then-General Counsel of PSMI, contacted Mr. Casey in an attempt to re-negotiate the terms of the then-proposed Agreement concerning his client's employment termination from PMSI. Mr. Casey apparently referred Mr. D'Angelo's December 10th letter to John K. Skrypak, Vice President Employment & Labor Law, PENAC, for his handling of the matter.

Subsequent correspondence, dated December 22, 2004, from Mr. Skrypak to Mr. D'Angelo, responds to Mr. D'Angelo's request in his December 10th letter for certain materials concerning the terms of the Agreement and his client's dismissal. I also understand that Messrs. D'Angelo and Skrypak had at least two lengthy telephone conversations in December 2004 with respect to Plaintiff's dismissal and Mr. D'Angelo's attempts to renegotiate certain provisions of the Agreement. It therefore appears certain that Mr. D'Angelo "was intimately involved in the events at the heart of this litigation." See *MacArthur v. The Bank of New York*, 524 F. Supp. 1205, 1206 (S.D.N.Y. 1981).

We intend to use Mr. Skrypak as a witness in this action to provide testimony as to his conversations and negotiations with Mr. D'Angelo in December 2004 as to the terms and

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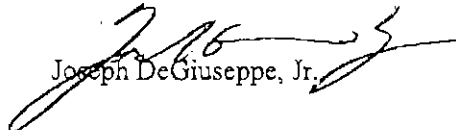
conditions of the Agreement. As a result, it is clear that Mr. D'Angelo "ought to be called as a witness" within the meaning of DR 5-102(A) to rebut this testimony on behalf of his client. Mr. D'Angelo also has critical information pertaining to the actions he took on behalf of Plaintiff that led to Plaintiff's decision to sign the Release Agreement. In any event, it is not necessary for Defendants to prove that Mr. D'Angelo "will" be called as a witness, only that he "ought" to be called as a witness either on Plaintiff's direct case or rebuttal. *See J.P. Foley & Co. v. Vanderbilt, 523 F.2d 1357, 1358-59 (2d Cir. 1975).*

As Mr. D'Angelo only entered his appearance in this action on July 1, 2008, we do not believe that his disqualification, and that of his firm, will cause a "hardship" to Plaintiff, who is himself an attorney. We have requested that Plaintiff's counsel voluntarily withdraw as counsel but he declined this request on July 25, 2008.

Thank you for Your Honor's consideration of this request. I have faxed a copy of this letter to Plaintiff's counsel. As I will be on vacation next week, Michael P. Benenati of my firm will be covering this matter in my absence.

Very truly yours,

Bleakley Platt & Schmidt, LLP


Joseph DeGiuseppe, Jr.

JD/crf

cc: Christopher A. D'Angelo, Esq. (212-763-6810)